

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goss International Corporation		07/10/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	60 Livingston Avenue		
Internal Address:	Corporate Trust Services		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107-1419		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	1169892	ARL	
Registration Number:	2238545	COLORFLOW	
Registration Number:	1638155	COLORLINER	
Registration Number:	876967	COLORTROL	
Registration Number:	767121	COMMUNITY	
Registration Number:	1192715	COSMO-OFFSET	
Registration Number:	2797099	G	
Registration Number:	2285914	G GOSS	
Registration Number:	2812436	G GOSS INTERNATIONAL	
Registration Number:	2957539	G GOSS INTERNATIONAL	
Registration Number:	945724	GOSS	
Registration Number:	2812437	GOSS INTERNATIONAL	
Registration Number:	2468852	GOSSNET	

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TRADEMARK  
REEL: 004025 FRAME: 0313

Registration Number:	759176	GOSS URBANITE
Registration Number:	941941	HEADLINER
Registration Number:	1326574	HEADLINER OFFSET
Registration Number:	2231430	MAGNUM
Registration Number:	1135512	METROLINER
Registration Number:	895476	METRO-OFFSET
Registration Number:	1469623	MPCS
Registration Number:	2091562	NEWSLINER
Registration Number:	2325379	SSC MAGNUM
Registration Number:	895967	SUBURBAN
Registration Number:	2880809	TENSITROL
Registration Number:	2764493	UNILINER
Registration Number:	2206644	UNIVERSAL
Registration Number:	879456	URBANITE
Serial Number:	77438585	FOLIA
Serial Number:	77635684	GOSS FLEXIBLE PRINTING SYSTEM
Serial Number:	77581368	GOSS FPS
Serial Number:	77438582	M-600 FOLIA

#### CORRESPONDENCE DATA

Fax Number: (312)993-9767

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 233 S. Wacker Drive

Address Line 2: Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Linda R. Kastner
Signature:	/lk/
Date:	07/15/2009

Total Attachments: 6

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**TRADEMARK**  
**REEL: 004025 FRAME: 0314**



## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, GOSS INTERNATIONAL CORPORATION, a Delaware corporation (“Grantor”),** owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS,** pursuant to that certain Loan Agreement, dated as of August 6, 2004 (as amended, supplemented or otherwise modified from time to time, the **“Loan Agreement”**; capitalized terms used herein and not defined herein have the meanings assigned thereto in the Loan Agreement), by and among Goss International Corporation, as borrower (the **“Borrower”**), GIC Realty, Inc., Goss International Americas, Inc. (f/k/a Heidelberg Web Systems, Inc.) and Goss International Asia-Pacific, Inc., as guarantors (the **“Guarantors”**), the lenders party thereto (the **“Lenders”**), Heidelberger Druckmaschinen AG, as Lender, and Heidelberg Americas, Inc., as agent for the Lenders, the Lenders have made certain loans and other extensions of credit, subject to the terms and conditions set forth in the Loan Agreement, to the Borrower; and

**WHEREAS,** pursuant to the terms of that certain Security Agreement, dated as of August 6, 2004 (as amended, supplemented or otherwise modified from time to time, the **“Security Agreement”**), among the Borrower, the Guarantors, the Additional Grantors (as defined therein) and U.S. Bank National Association, as collateral agent (the **“Collateral Agent”**) pursuant to that certain Collateral Agency Agreement, dated as of August 6, 2004, among the Borrower, the Guarantors, the Lenders, Heidelberg Americas, Inc., as agent for the Lenders, and U.S. Bank National Association, as collateral agent, Grantor has agreed to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a perfected security interest in the Trademark Collateral;

**NOW, THEREFORE,** for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby creates in favor of the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **“Trademark Collateral”**):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the **“Trademarks”**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the **“Trademark Registrations”**), all common law and other rights (but in no event

any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the **“Trademark Rights”**), and all goodwill of the Grantor’s business symbolized by the Trademarks and associated therewith (the **“Associated Goodwill”**); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **“proceeds”** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS GRANT OF TRADEMARK SECURITY INTEREST SHALL BE  
CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE  
OF NEW YORK APPLICABLE TO A CONTRACT EXECUTED AND PERFORMED IN  
SUCH STATE WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES  
THEREOF.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 10<sup>th</sup> day of July, 2009.

GOSS INTERNATIONAL CORPORATION

By: J. Meissner  
Name: Jochen Meissner  
Title: CEO

SCHEDULE A  
TO TRADEMARK SECURITY AGREEMENT

**U.S ACTIVE TRADEMARKS**

Grantor: Goss International Corporation

<b><u>MARK</u></b>	<b><u>REG NO</u></b>	<b><u>REG DATE</u></b>
ARL	1169892	22-Sep-81
COLORFLOW	2238545	13-Apr-99
COLORLINER	1638155	19-Mar-91
COLORTROL	876967	16-Sep-69
COMMUNITY	767121	24-Mar-64
COSMO-OFFSET	1192715	30-Mar-82
G (AND DESIGN)	2797099	23-Dec-03
G GOSS & DESIGN IN RECTANGLE	2285914	12-Oct-99
G GOSS INTERNATIONAL	2812436	10-Feb-04
G GOSS INTERNATIONAL	2957539	31-May-05
GOSS	945724	24-Oct-72
GOSS INTERNATIONAL	2812437	10-Feb-04
GOSS NET	2468852	17-Jul-01
GOSS URBANITE	759176	29-Oct-63
HEADLINER	941941	29-Aug-72
HEADLINER OFFSET	1326574	26-Mar-85
MAGNUM	2231430	16-Mar-99
METROLINER	1135512	20-May-80
METRO-OFFSET	895476	28-Jul-70

<u>MARK</u>	<u>REG NO</u>	<u>REG DATE</u>
MPCS	1469623	22-Dec-87
NEWSLINER	2091562	26-Aug-97
SSC MAGNUM	2325379	7-Mar-00
SUBURBAN	895967	4-Aug-70
TENSITROL	2880809	7-Sep-04
UNILINER	2764493	16-Sep-03
UNIVERSAL	2206644	1-Dec-98
URBANITE (STYLIZED)	879456	28-Oct-69



**U.S PENDING TRADEMARKS**

Grantor: Goss International Corporation

<b><u>MARK</u></b>	<b><u>APP NO</u></b>	<b><u>FILE DATE</u></b>
FOLIA	77438585	3-Apr-08
GOSS FLEXIBLE PRINTING SYSTEM	77635684	18-Dec-08
GOSS FPS	77581368	29-Sep-08
M-600 FOLIA	77438582	3-Apr-08